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12 **UNITED STATES DISTRICT COURT**
13 **CENTRAL DISTRICT OF CALIFORNIA – WESTERN DIVISION**
14

15 WENDI KNAAK, INDIVIDUALLY
16 AND ON BEHALF OF ALL
17 OTHERS SIMILARLY SITUATED,

18 Plaintiffs,

19 vs.

20 BARCLAYS BANK,

21 Defendant.

Case No.: 2:17-cv-4537

**CLASS ACTION COMPLAINT FOR
DAMAGES AND INJUNCTIVE
RELIEF FOR VIOLATIONS OF:**

**CONSUMER CREDIT REPORTING
AGENCIES ACT, CAL. CIV. CODE
§ 1785.1, ET SEQ.**

JURY TRIAL DEMANDED

22 **INTRODUCTION**
23

24 1. The California legislature has determined that the banking and credit system
25 and grantors of credit to consumers are dependent upon the collection of just and owing
26 debts and that unfair or deceptive collection practices undermine the public confidence
27 that is essential to the continued functioning of the banking and credit system and sound
28

1 extensions of credit to consumers. The Legislature has further determined that here is a
2 need to ensure that debt collectors exercise her responsibility with fairness, honesty and
3 due regard for the debtor's rights and that debt collectors must be prohibited from
4 engaging in unfair or deceptive acts or practices.

5 2. Here exists today in California a pervasive and fundamental
6 misunderstanding about the long-term impact filing a consumer bankruptcy has on a
7 consumer's credit worthiness. Specifically, many consumers believe that because a
8 bankruptcy can be reported on their credit report for ten years their credit worthiness will
9 be ruined for the same length of time. This is not true.

10 3. The majority of consumer debtors who actually file consumer bankruptcy do
11 so to raise their credit score and remedy their poor credit worthiness.

12 4. It is entirely possible for consumer debtors to have over a 700 FICO Score
13 within as little as 12 months after filing a consumer bankruptcy (Chapter 7 or Chapter
14 13).

15 5. Creditors and lending institutions are aware of the misconception that filing a
16 consumer bankruptcy destroys a consumer's credit worthiness for ten years.

17 6. In an effort to perpetuate the aforementioned bankruptcy myth, creditors
18 intentionally and routinely ignore credit reporting industry standards for accurately
19 reporting bankruptcies and debts included in those bankruptcies in an effort to keep
20 consumers' credit scores low and their interest rates high.

21 7. Creditors know that by deviating from recognized credit reporting standards
22 consumers will have difficulty raising their credit scores and improving their credit
23 worthiness.

24 8. Plaintiff WENDI KNAAK ("Plaintiff"), individually and on behalf of all others
25 similarly situated, through her attorneys, brings her Class Action Complaint for damages,
26 injunctive relief, and any other available legal or equitable remedies on behalf of himself
27 and on behalf of all others similarly situated (the "Class" or "Class Members"), resulting
28 from the illegal actions of Defendant BARCLAYS BANK ("Defendant" or "Barclays"),
in willfully and systematically reporting negative and inaccurate information on

1 consumers' credit reports that Defendant knew or should have known was erroneous and
2 which caused Plaintiff and the Class damages.

3 9. Plaintiff makes these allegations on information and belief, with the exception
4 of allegations that pertain to Plaintiff, or to Plaintiff's counsel, which Plaintiff alleges on
5 personal knowledge.

6 10. While many violations are described below with specificity, her Complaint
7 alleges violations of the statutes cited in their entirety.

8 11. Any violations by Barclays were knowing and intentional, and Barclays did
9 not maintain procedures reasonably adapted to avoid any such violation.

10 12. Unless otherwise indicated, the use of Barclays in her Complaint includes all
11 agents, employees, officers, members, directors, heirs, successors, assigns, principals,
12 trustees, sureties, subrogees, representatives, and insurers of Barclays.

13 13. Unless otherwise stated, all the conduct engaged in by Barclays occurred in
14 California.

14 **VENUE AND JURISDICTION**

15 14. Jurisdiction is proper under 28 U.S.C. § 1332(d)(2) because Plaintiff, a
16 resident of the State of California, seeks relief on behalf of a California class, which will
17 result in at least one class member belonging to a different state than that of Defendant, a
18 company with its principal place of business in Delaware. Plaintiff also seeks statutory
19 damages of \$5,000.00 per willful violation, which, when aggregated among a proposed
20 class number in the tens of thousands, exceeds the \$5,000,000.00 threshold for federal
21 court jurisdiction. Therefore, both diversity jurisdiction and the damages threshold under
22 the Class Action Fairness Act of 2005 ("CAFA") are present, and the Court has
23 jurisdiction.

24 15. Venue is proper pursuant to 28 U.S.C. § 1391(b)(2) as the events described
25 in her complaint took place within this district.
26
27
28

PARTIES

16. Plaintiff, Wendi Knaak, is a natural person who resides in the City of Los Angeles, California. Plaintiff is a "consumer" as defined by the California Consumer Credit Reporting Agencies Act ("CCCRAA"), Cal. Civ. Code § 1785.3(b).

17. Defendant is a corporation engaged in the business of collecting debts in her state and in several other states, with its principal place of business located in Delaware. The principal purpose of Defendant is the collection of debts in her state and Defendant regularly attempts to collect debts alleged to be due another. Defendant Barclays is and was, at all relevant times stated herein, an entity which engaged in the practice of furnishing consumer information to consumer reporting agencies, and is therefore a "furnisher of information" as contemplated by Cal. Civ. Code § 1785.25(a). Defendant Barclays is a "person" as defined by Cal. Civ. Code § 1785.3(j).

18. The causes of action herein pertain to Plaintiff's "consumer credit report" as that term is defined by Cal. Civ. Code § 1785.3(d), in that inaccurate representations of Plaintiff's credit worthiness, credit standing, and credit capacity were made via written, oral, or other communication of information by a consumer credit reporting agency, which is used or is expected to be used, or collected in whole or in part, for the purposes of serving as a factor in establishing Plaintiff's eligibility for, among other things, credit to be used primarily for personal, family, household and employment purposes.

19. Defendant acted through its agents, employees, officers, members, directors, heirs, successors, assigns, principals, trustees, sureties, subrogees, representatives and insurers.

20. Plaintiff is informed and believes and on that basis alleges that Defendant is responsible for the acts, occurrences and transactions as officers, directors or managing agents of Defendants, or as their agents, servants, employees, and that each of them are legally liable to Plaintiff, as set forth below.

GENERAL CLASS ACTION ALLEGATIONS

21. Plaintiff is among many thousands of persons in the State of California who have filed bankruptcies pursuant to Chapters 7 and 13 of the U.S. Bankruptcy Code and

1 who have been granted orders of discharge by a U.S. Bankruptcy Court. Under federal
2 bankruptcy laws, such an order fully and completely discharges all statutorily
3 dischargeable debts incurred prior to the filing of bankruptcies, except for those that have
4 been: (1) reaffirmed by the debtor in a reaffirmation agreement; or (2) successfully
5 challenged as non-dischargeable by one of the creditors in a related adversary
6 proceeding. Plaintiff and the Class Members are persons for whom the debts at issue
7 have been discharged through bankruptcy.

8 22. Defendant is a creditor and debt collector regularly engaged in the business of
9 collecting consumer debts from consumers.

10 23. In the ordinary course of business, Barclays issues reports to credit reporting
11 agencies as to the current status of debts incurred by individuals to whom Barclays has
12 extended credit. It is also an entity which regularly and, in the ordinary course of
13 business, furnishes information to one of more credit reporting agencies about its
14 transactions and experiences with consumers.

15 24. Barclays has knowledge of when it's past due debts are discharged because
16 it receives a discharge notice from the U.S. Bankruptcy Court.

17 25. Despite the fact that Barclays has received notice of the discharge of each
18 Class Member's debt to Barclays, Barclays has a deliberate policy of not notifying credit
19 reporting agencies that debts formerly owing to Barclays are no longer "charged off" or
20 currently still due and owing because they have been discharged in bankruptcy. As a
21 result of Barclays's refusal to make such updates to credit reporting agencies, debts that
22 have been discharged in bankruptcy are instead listed on Class Members' credit reports
23 as "charged off" or "past due" and/or with a balance due and owing. These notations
24 clearly indicate to potential creditors, employers, or other third parties that a Class
25 Member still owes a debt and that debt may be subject to collection. These notations
26 therefore adversely affect a Class Member's ability to obtain credit or employment and
27 have the inherent coercive effect of inducing Class Members to make payment on the
28 debt.

1 26. Moreover, Barclays' failure and further refusal to update credit report
2 tradelines for many thousands of consumers to reflect that their debts were, in fact,
3 discharged in Bankruptcy, as opposed to reporting a current status of "charged off"
4 and/or "past due" and/or with a balance due and owing, runs afoul of Section 727 of the
5 Bankruptcy Code and the primary purpose of the protection offered by the Bankruptcy
6 Code—the discharge of a debt. *Marrama v. Citizens Bank of Massachusetts*, 549 U.S.
7 365, 367 (2007). 92.

8 27. Barclays knew that the existence of such inaccurate information in the Class
9 Members' credit reports would damage the Class Members' credit ratings and their
10 ability to obtain new credit, a lease, a mortgage or employment, all of which may be
11 essential to reestablishing their life after going through bankruptcy.

12 28. Barclays has chosen not to advise the CRAs of the fact that the Class
13 Members' debts have been discharged because Barclays continues to receive payment
14 either directly or indirectly on discharged debts. This results from the fact that Class
15 Members, in order to obtain favorable credit or credit at all, often feel it necessary to pay
16 off the debt despite its discharge in order to remove the inaccurate information from their
17 credit reports.

18 29. Barclays has adopted a systematic pattern and practice of failing and refusing
19 to update credit information with regard to debts discharged in bankruptcy because it
20 sells those debts and profits by the sale of same. Barclays knows that if the credit
21 information is not updated, then many Class Members will feel compelled to pay off the
22 debt even though it is discharged in bankruptcy. Thus, buyers of Barclays debt know,
23 and are willing to pay more for the fact that, they will be able to collect portions of
24 Barclays debt despite the discharge of that debt in bankruptcy.

25 30. Upon information and belief, Barclays receives a percentage fee of the
26 proceeds of each debt repaid to Defendant and forwarded to the buyer of Barclays debt.
27 Barclays therefore has a clear economic incentive to violate the CCCRAA.
28

1 31. Reporting a debt to a credit bureau is a “powerful tool designed, in part, to
2 wrench compliance with payment terms.” *Rivera v. Bank One*, 145 F.R.D. 614, 620
3 (1993). 104.

4 32. Barclays’ actions constitute a violation of 11 U.S.C. § 524(a)(2), which
5 provides that a discharge in bankruptcy operates as an injunction against the
6 commencement or continuation of an action, the employment or process, or an act, to
7 collect, recover or offset any such debt as a personal liability of the debtor.

8 33. Accordingly, Barclays violated the CCCRAA by failing to comport its credit
9 reporting with the terms of the Bankruptcy Discharge under §§ 727 and 524(a)(2) of the
10 Bankruptcy Code, which ultimately intentionally assisted in the collection of discharged
11 debt by not correcting the Class Members’ credit reports to reflect that the debt has, in
12 fact, been discharged.

13 34. Barclays’ conduct is in bad faith, is vexatious and oppressive and is done
14 with full knowledge that it is in violation of the law.

15 35. As a result of a major class action settlement, the major national credit
16 reporting agencies have agreed to revise their procedures to report all pre-bankruptcy
17 debts as discharged, unless furnishers provide information showing that a debt was
18 excludable from discharge. *White v. Experian Info Solutions, Inc.*, Case No. CV 05-
01070 (C.D. Cal. Aug. 19, 2008) (lead case number).

19 36. Therefore, even the CRAs have acknowledged that the accurate and proper
20 way to report the status of all pre-bankruptcy debts, like Plaintiff’s and Class Members’
21 debts, following successful Bankruptcy discharges of the debt, is “Discharged in
22 Bankruptcy” (or the equivalent).

23 37. Despite this reform, there continue to be problems with improper reporting
24 of discharged debts, including allegations that creditors have deliberately engaged in the
25 practice to in order to pressure debtors to pay off discharged debts.

26 38. Defendant’s failure to provide updated credit information to the credit
27 reporting agencies that Class Members’ past due Barclays debts are no longer “charged
28 off” or “past due” or have a balance that is due and owing because they have been

1 discharged in bankruptcy is knowing and willful and constitutes violations of the
2 CCCRAA.

3 39. As a direct consequence of Barclays' grossly inadequate and inaccurate
4 credit reporting, practices and procedures, Plaintiff and the Class have been effectively
5 denied the fresh start to which they are legally entitled under the U.S. Bankruptcy Code.

6 40. In each case described above, Plaintiff and the Class members' legally
7 protected interests in being able to apply for credit based on accurate information have
8 been violated, placing them at an increased risk of not being able to obtain valuable credit
9 and in many cases adversely affecting their credit ratings. Barclays' publication of false
10 and potentially damaging credit information concerning the Plaintiff and the Class
11 violates their statutorily mandated rights and has caused them particularized and concrete
12 harm.

13 **ALLEGATIONS AS TO PLAINTIFF'S BANKRUPTCY**

14 41. At all times relevant to her matter, Plaintiff was an individual residing within
15 the State of California.

16 42. Furthermore, Barclays conducted business within the State of California at
17 all times relevant.

18 43. On or about October 1, 2015, Plaintiff filed for a no asset Chapter 7
19 bankruptcy in the United States Bankruptcy Court for the Central District of California in
20 Los Angeles. Plaintiff's case was assigned Case Number 2:15-bk-25188-TD (the
21 "Bankruptcy").

22 44. The obligations ("Account") to Barclays, which was a consumer credit card
23 account bearing the last four numbers 3670, were scheduled and included in the
24 Bankruptcy.

25 45. Barclays, a creditor, electronically received notice of the Bankruptcy on or
26 about October 3, 2015.

27 46. On or about January 11, 2016, Plaintiff received a successful bankruptcy
28 discharge, and Barclays electronically received notice of this Bankruptcy discharge on or
about January 13, 2016.

1
2 47. Barclays did not file any successful proceedings to declare their Debt “non-
3 dischargeable” pursuant to 11 U.S.C. § 523 et seq.

4 48. Barclays also did not request or receive relief from the “automatic stay”
5 codified at 11 U.S.C. §362 et seq. while the Plaintiff’s Bankruptcy was pending to pursue
6 the Plaintiff for any of the underlying Debts in their pre-bankruptcy form.

7 49. Accordingly, the Debt to Barclays was discharged through the Bankruptcy.

8 50. Barclays either reported or caused to be reported inaccurate information
9 after the Bankruptcy was filed and discharged, in the form of reporting the account as
10 “charged off”, owing an outstanding balance of \$ 5,118.00, and with a past due amount
11 of \$ 632.00, as opposed to “Discharged in Bankruptcy” (or the equivalent).

12 51. The derogatory information reported by Barclays after the Bankruptcy was
13 discharged indicates to potential creditors that the Debt was somehow not discharged in
14 the Bankruptcy and Plaintiff was being actively delinquent in respect to Barclays’ Debt,
15 which is inaccurate and materially misleading reporting.

16 52. Barclays attempt to collect upon their respective Debt by reporting post-
17 Bankruptcy derogatory information on Plaintiff’s Credit Reports was therefore inaccurate
18 and prohibited by the Bankruptcy discharge.

19 53. Barclays’ reporting of post-Bankruptcy derogatory information was also
20 inaccurate because a default on an account included in a bankruptcy can occur no later
21 than the bankruptcy filing date, at which point the accounts included in the Bankruptcy
22 were no longer collectable due to the effect of the automatic stay and ultimate discharge.

23 54. Thus, by reporting post-Bankruptcy derogatory information, Barclays
24 effectively reported: (1) Plaintiff was being financially irresponsible by failing to pay the
25 debt after the Bankruptcy was discharged; and (2) that Plaintiff’s Debt was more recently
26 subject to collection than it really was, which is inaccurate and misleading under the
27 CCCRAA.

28 55. Barclays’ reporting of post-Bankruptcy derogatory information was also
inaccurate and materially misleading because Barclays continued reporting information

1 based on Barclays's pre-bankruptcy contract terms with the Plaintiff, which were no
2 longer enforceable upon the filing of the Bankruptcy and ultimate successful discharge,
3 hereby rendering the reported information inaccurate and materially misleading.

4 56. For decades, courts have recognized that when a bankruptcy discharge is
5 granted, the order relates back to the date of filing the petition and relieves the debtor
6 from personal liability as of that date.

7 57. This is because when a debtor voluntarily files for bankruptcy, the petition
8 constitutes an "order for relief" under the particular chapter the debtor wishes to proceed
9 per Bankruptcy Code 11 U.S.C. § 301(a)-(b). 136. When a debtor such as Plaintiff files a
10 chapter 7 petition, Section 727(b) of the Bankruptcy Code provides that the discharge,
11 when entered, applies to "all debts that arose before the date of the order for relief." In
12 other words, the discharge relieves the debtor of personal liability for all prepetition
13 debts.

14 58. Thus, in relation to the CCCRAA, the discharge order rendered the
15 information reported by Barclays following the bankruptcy discharge inaccurate and
16 patently misleading because the discharge order relieved Plaintiff from any personal
17 obligation to pay Barclays as of the date of filing the Bankruptcy petition—October 1,
18 2015.

19 59. Moreover, the derogatory, delinquent information furnished by Barclays
20 following the Bankruptcy Discharge was inaccurate and misleading because end users,
21 including potential creditors, may interpret the reported information to mean that Plaintiff
22 incurred new debt during the Bankruptcy or that Plaintiff reaffirmed the Debt with
23 Barclays notwithstanding the discharge.

24 60. However, Plaintiff did not incur new debt with Barclays during the
25 pendency of the Bankruptcy or reaffirm the Debt in the Bankruptcy.

26 61. As a direct and proximate result of result of Barclays' willful and untrue
27 communications, Plaintiff and the Class have suffered actual damages including, but not
28 limited to, reviewing credit reports, attorney's fees, and such further expenses in an
amount to be determined at trial.

1 62. As a further direct and proximate result of Barclays' acts stated herein,
2 Plaintiff and the Class incurred pain and suffering, was impeded in seeking necessary
3 products and services from vendors, suffered humiliation, embarrassment, anxiety, loss of
4 sleep, emotional distress, and defamation of character.

5 63. In an Equifax Credit Report dated May 23, 2017, Barclays reported the
6 following inaccurate, derogatory information for the above-referenced Account:

- 7 • Balance: \$ 5,118.00
- 8 • Debt-to-Credit Ratio: 54%
- 9 • Outstanding Balance: \$ 632.00
- 10 • Scheduled Payment Amount: \$ 4,484.00

11 64. Here was also no notation, status update, or any other indication in Barclays'
12 tradeline pertaining to the Account, as it was reported to Equifax, that the Account was
13 discharged in Plaintiff's Bankruptcy or even subject to bankruptcy.

14 65. Plaintiff's Barclays Account was included and discharged in Plaintiff's
15 Chapter 7 Bankruptcy (filed on October 1, 2015 and discharged on January 11, 2016).

16 66. Defendant's inaccurate and negative reporting damaged Plaintiff's
17 creditworthiness.

18 67. Defendant received notice of the Bankruptcy filing, which listed Barclays as
19 a creditor for the Accounts, on or about October 3, 2015 through electronic notice
20 delivered by the Bankruptcy Noticing Center.

21 68. Defendant also received notice of the Bankruptcy discharge on or about
22 January 13, 2016 through electronic notice delivered by the Bankruptcy Noticing Center.

23 69. Rather than using the publicly available Bankruptcy information that
24 Barclays knew or should have known existed, Barclays chose to continue reporting
25 inaccurately on Plaintiff's credit report.

26 70. It was inaccurate and materially misleading to report that Plaintiff owed an
27 outstanding balance of \$ 5,118.00 because the true and correct statuses of the Accounts
28 was "Discharged in Bankruptcy" as of January 11, 2016.

1 71. Here was also no notation, status update, or any other indication in
2 Barclays's tradeline as it was reported to Equifax that the Account was discharged in
3 Plaintiff's Bankruptcy.

4 72. Again, the Account in question was not subject to a reaffirmation agreement
5 with Barclays or a successful adversary proceeding brought by Barclays, but rather it was
6 successfully discharged through Plaintiff's Bankruptcy. Therefore, in all material
7 respects, Plaintiff's reporting of an outstanding balance and the failure to notate the
8 Account trade-line as discharged or included in bankruptcy is an example of an incorrect
9 status notation on her credit report that is suffered by all the Class Members.

10 73. Barclays knowingly and willfully failing to update Plaintiff's Equifax Credit
11 Reports to signify that the Account had been discharged in bankruptcy, and in so doing,
12 Barclays was noncompliant with 11 U.S.C. §§ 524(a)(2) and 727 of the Bankruptcy Code
13 by failing to update and correct credit information to CRAs to show that the Accounts
14 were no longer legally due and owing. Barclays had knowledge that the Account was
15 discharged because it received a discharge notice from the Bankruptcy Noticing Center.
16 It therefore, had, and has, a duty under the Sections 524(a)(2) and 727 of the Bankruptcy
17 Code to promptly notify CRAs of any updates and/or corrections to the information
18 previously provided to such agencies and/or any additional information that is necessary
19 to make the information provided by Barclays to the CRAs complete and accurate.
20 Barclays's inaccurate and negative reporting of the Accounts in light of its knowledge of
21 the Bankruptcy discharge was willful.

22 74. Through her conduct, Defendant has violated Cal. Civ. Code § 1785.25(a)
23 by furnishing information to Equifax that Barclays knew or should have known was
24 inaccurate.

25 **CLASS ACTION ALLEGATIONS**

26 75. Plaintiff brings her action on behalf of herself and on behalf of all others
27 similarly situated (the "Class").

28 76. Plaintiff seeks to maintain her action as a class action representing a class
consisting of the following:

1
2 All individuals who, on or after June 20, 2015, have had a consumer report
3 relating to them prepared by any of the credit reporting agencies in which
4 one or more of their Barclays tradeline accounts or debts was not reported as
5 discharged despite the fact that such debts had been discharged as a result of
6 their bankruptcy under Chapter 7 and Chapter 13 of the Bankruptcy Code.

7 77. Her suit seeks only damages and injunctive relief for recovery of economic
8 injury on behalf of the Class, and it expressly is not intended to request any recovery for
9 personal injury and claims related hereto. Plaintiff reserves the right to expand the Class
10 definition to seek recovery on behalf of additional persons as warranted as facts are
11 learned in further investigation and discovery.

12 78. Ascertainability / Numerosity: Her class is ascertainable in that it is
13 comprised of individuals who can be identified by reference to purely objective criteria
14 contained in the records of Barclays and the various credit reporting agencies. Barclays
15 and its employees or agents are excluded from the Class. Plaintiff does not know the
16 number of members in the Class, but believes the Class members number in the hundreds
17 or thousands, if not more. Thus, her matter should be certified as a Class action to assist
18 in the expeditious litigation of her matter.

19 79. Typicality: The claims of the named Plaintiff are typical of the claims of
20 each member of the Class they seek to represent because: (1) they all had debts owed to
21 Barclays that were discharged in a Chapter 7 or 13 bankruptcy; (2) they have all been
22 injured by Barclays's inaccurate credit reporting despite the fact that the debts have been
23 discharged in bankruptcy; and (3) each of their claims is based upon the same legal
24 theories, i.e. that Barclays violated the CCCRAA.

25 80. Adequacy of Representation: Plaintiff is an adequate representative of the
26 Class he seeks to represent because: (a) he is willing and able to represent the proposed
27 class and has every incentive to pursue her action to a successful conclusion; (b) her
28 interest is not in any way antagonistic to those of the other Class Members; and (c) he is

1 represented by counsel experienced in litigating significant consumer issues, including
2 the issues specifically raised in her action.

3 81. Commonality: Here are several questions of law and fact common to all
4 members of the Class. The primary question of law and fact that is common to all
5 members of the class is whether Barclays, in failing to update and correct the credit
6 reports of Class Members, has acted knowingly and willfully in violation of the
7 CCCRAA.

8 82. A class action is a superior method for the fair and efficient adjudication of
9 her controversy. Class-wide damages are essential to induce Barclays to comply with
10 California law. The interest of Class members in individually controlling the prosecution
11 of separate claims against Barclays is small because the maximum statutory damages in
12 an individual action for the alleged violations are minimal. Management of these claims
13 is likely to present significantly fewer difficulties than those presented in many class
14 claims.

15 83. Barclays has acted on grounds generally applicable to the Class, hereby
16 making appropriate final injunctive relief and corresponding declaratory relief with
17 respect to the Class as a whole.

18 **CAUSE OF ACTION**

19 **VIOLATION OF THE CALIFORNIA CONSUMER CREDIT REPORTING 20 AGENCIES ACT CAL. CIV. CODE § 1785.1 ET SEQ.**

21 **(Against Barclays)**

22 84. Plaintiff incorporates by reference all of the above paragraphs of her
23 Complaint as though fully stated herein.

24 85. The foregoing acts and omissions constitute numerous and multiple
25 violations of the California Consumer Credit Reporting Agencies Act.

26 86. In the regular course of its business operations, Barclays routinely furnished
27 information to credit reporting agencies pertaining to transactions between Barclays and
28 Barclays's consumers, so as to provide information to a consumer's credit worthiness,
credit standing and credit capacity.

1 87. Because Barclays is a partnership, corporation, association, or other entity,
2 and is therefore a “person” as that term is defined by Cal. Civ. Code § 1785.3(j), Barclays
3 is and always were obligated to not furnish information on a specific transaction or
4 experience to any consumer credit reporting agency if they knew or should have known
5 that the information is incomplete or inaccurate, as required by Cal. Civ. Code §
6 1785.25(a). Barclays knew or should have known that Plaintiff’s debt was discharged.
7 Thus, Barclays violated Cal. Civ. Code § 1785.25(a).

8 **PRAYER FOR RELIEF**

9 88. WHEREFORE, Plaintiff and The Class Members pray for judgment as
10 follows:

- 11 • Certifying the Class as requested herein;
- 12 • Providing such further relief as may be just and proper;
- 13 • An award of actual damages, in an amount to be determined at trial,
14 pursuant to Cal. Civ. Code § 1785.31(a)(2)(A);
- 15 • An award of attorneys’ fees and costs pursuant to Cal. Civ. Code §
16 1785.31(a)(1); and, Cal. Civ. Code § 1785.31(d);
- 17 • An award of punitive damages pursuant to Cal. Civ. Code §
18 1785.31(a)(2)(A);
- 19 • For equitable and injunctive relief pursuant to Cal. Civ. Code §
20 1785.31(b);
- 21 • That the Court preliminarily and permanently enjoin Defendant from
22 engaging in the unlawful credit reporting practices stated herein.

23 Dated: June 20, 2017

Respectfully submitted,

24 **MARTIN & BONTRAGER, APC**

25 /s/ G. Thomas Martin, III

26 G. Thomas Martin, III
27
28

TRIAL BY JURY

89. Pursuant to FED. R. CIV. P. 38, Plaintiff hereby demands a trial by jury on all issues so triable.